

Exhibit 1

United States District Court for the Eastern District of New York***Campbell, et al. v. Bukhari Group LLC, et al., No. 22 Civ. 2813*****NOTICE OF PROPOSED CLASS ACTION SETTLEMENT****[NAME]****[ADDRESS]****[CITY, STATE ZIP]**

If you worked for Popeyes Louisiana Kitchen Restaurants at any time since May 13, 2016, you may be entitled to a payment from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- Former employees of Popeyes Louisiana Kitchen Restaurants incorporated as 4399 Bronx Chicken LLC, Baychester Chicken BG LLC, 3555 White Plains BG LLC, 3411 Jerome Ave Corp., and Coney Food of NY LLC filed a class and collective action lawsuit against these entities and Bukhari Group LLC, Nafees Bukhari, and Ali Butt (collectively, “Defendants”) alleging they violated their employees’ wage-and-hour rights under federal, state, and city law. Defendants deny these allegations and maintain that their employees were properly paid.
- This notice is to inform you of a proposed settlement in this case affecting individuals employed at any time between May 13, 2016, through July 29, 2022.
- Under the proposed settlement, Defendants agreed to pay \$400,000 (the “Settlement Amount”) to be allocated among affected employees who qualify for a settlement payment, as well as to pay attorneys’ fees, service payments, litigation costs, and the expenses of administering the settlement. Through this proposed settlement, you are entitled to receive approximately **[\$Class Amnt]**, which is based on the wages you were paid between May 13, 2016, through July 29, 2022.
- Your legal rights may be affected. You have a choice to make now:

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|---|---|
| DO NOTHING | If you do not exclude yourself, you will remain part of the case and be a participant in the settlement. You will receive approximately [\$Class Amnt] and release certain city and state law claims. |
| EXCLUDE YOURSELF | If you submit a timely exclusion statement, you will not be part of the settlement of this case. This allows you to retain your right to sue Defendants for the violations of city and state law alleged in the Complaint. <i>If you exclude yourself from the settlement, you will not be entitled to a settlement payment.</i> |
| OBJECT | If you object to the settlement, you may write to the Court about why you disapprove of the settlement. If you object in writing, you may also ask to speak in Court about the fairness of the settlement. You may not, however, object to the settlement if you exclude yourself from it. |

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

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1. Why did I get this notice?

Defendants' records state that you worked as one of the Popeyes Louisiana Kitchen Restaurants incorporated as Bukhari Group LLC, 4399 Bronx Chicken LLC, Baychester Chicken BG LLC, 3555 White Plains BG LLC, 3411 Jerome Ave Corp., and Coney Food of NY LLC at some time between May 13, 2016, through July 29, 2022. The Court has ordered that you be sent this notice because you have a right to know about a proposed wage-and-hour settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement.

This notice explains the lawsuit, the settlement, your legal rights, and what benefits are available.

The case is pending before the Honorable Peggy Kuo, U.S.M.J., in Eastern District of New York. This lawsuit is known as *Campbell, et al. v. Bukhari Group LLC, et al.*, No. 22 Civ. 2813.

The people who filed the lawsuit are called the "Plaintiffs." The companies being sued, Bukhari Group LLC, 4399 Bronx Chicken LLC, Baychester Chicken BG LLC, 3555 White Plains BG LLC, 3411 Jerome Ave Corp., and Coney Food of NY LLC, which do business Popeyes Louisiana Kitchen Restaurants, and two individuals, Nafees Bukhari, and Ali Butt, are called the "Defendants."

2. Why is there a settlement?

This lawsuit is about whether Defendants paid their employees all wages and premiums due under federal, state, and city laws, and gave them proper paystubs. Defendants maintain that all employees were paid properly. Defendants deny any liability in this action.

The Court *did not* decide in favor of Plaintiffs or Defendants.

3. Why is this a class action?

In a class action, individuals called "Class Representatives" sue on behalf of people who have similar claims. These people together are a "Class" or "Class Members." The individuals who sued are called the "Plaintiffs." One court resolves the issues for everyone in the Class – except for those who choose to exclude themselves from the Class.

4. How much will my payment be?

Subject to final approval of the Court, by remaining in the Class you will be entitled to receive approximately \$[Class Amount] for your city and state claims. This amount is determined based on the agreed-upon allocation formula, which provides that employees will receive a share of this settlement based upon the total wages paid from May 13, 2016, through July 29, 2022. The Settlement Agreement contains the exact allocation formula. To obtain a copy of the Settlement Agreement, please contact Class Counsel or the Settlement Administrator.

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These are approximate amounts. If the Court issues an order finally approving this Settlement Agreement, your final payment accounts will be calculated based on the amount of settlement monies claimed and the attorneys' fees, litigation costs, service awards, and settlement-administration costs awarded by the Court from the total settlement fund.

Neither Class Counsel nor Defendants make any representations concerning tax consequences of participating in this settlement. You may wish to seek tax advice before acting on this Notice.

5. How can I get my payment?

So long as you do not exclude yourself from the settlement (as explained in Paragraph 7), you will receive approximately **\$[Class Amnt]**. Be sure to keep the Settlement Administrator, whose information is listed below, up to date with your address:

Popeye's Settlement
c/o **Xpand Legal Consulting LLC**

Email: _____@_____

6. What am I giving up to get a payment? Am I releasing city and state claims?

As long as you do not exclude yourself (as explained in Paragraph 7), you will remain in the Class. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants asserting violations of the state law, the New York Labor Law, and the city law, the Fair Workweek Law of New York City, that occurred before July 29, 2022. It also means that all the Court's orders related to the New York Labor Law and Fair Workweek Law of New York City will apply to and legally bind you.

If you have a pending lawsuit, speak to your lawyer in that case immediately to see if this settlement will affect your other case.

7. How do I opt out of the settlement?

If you do not want to participate in this settlement and receive a settlement payment, you must send a letter by mail that unconditionally states your intent to opt out of the settlement. You must include your name, address, telephone number, and signature. Your exclusion request must also contain words to the effect of "I elect to exclude myself from the settlement in *Campbell, et al. v. Bukhari Group LLC, et al.*, No. 22 Civ. 2813 (E.D.N.Y.)," and such request must be postmarked or received no later than **[insert date]**. Exclusion requests must be sent to the Settlement Administrator at the address listed above in Paragraph 5.

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may also be able to sue (or continue to sue) Defendants in the future about some of the legal issues in this case if the time period to bring such claims has not expired.

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8. How do I object to the settlement?

If you're a Class Member, you can object to the settlement if you disapprove of any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter to the Settlement Administrator that includes words to the effect of "I object to the settlement in *Campbell, et al. v. Bukhari Group LLC, et al.*, No. 22 Civ. 2813 (E.D.N.Y.)" along with your reasons for objecting and whether you wish to be heard at a Fairness Hearing. Be sure to include your name, address, telephone number, and your signature. Send the objection to the Settlement Administrator at the address listed above in Paragraph 5.

Your objection must be postmarked or received no later than **[insert date]**.

9. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you disapprove of something about the settlement. You can object only if you stay in the Class.

Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you may not object because the case no longer affects you.

10. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on **[insert date and time]**, at United States District Court for the Eastern District of New York, 225 Cadman Plaza East Brooklyn, New York 11201, in Courtroom 11C South. The hearing will be held **[description]**.

At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will consider any objections and listen to the people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement and how much to pay Class Counsel. We do not know how long these decisions will take.

11. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to attend at your own expense.

If you submit a timely objection to the Settlement Administrator before **[the Notice Response Deadline]**, you may attend the Fairness Hearing at your own expense or pay your own lawyer to attend the Court. Even if you do not attend the hearing, the Court may consider it.

12. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firms of Kessler Matura, P.C. and the Law Office of Delmas A. Costin, Jr., PC., are qualified to represent you and all Class Members. These lawyers

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are called “Class Counsel.” You may contact Class Counsel with any questions you have about the settlement. Their contact information is:

| | |
|--------------------------------|-------------------------------|
| Troy L. Kessler | Delmas A. Costin, Jr. |
| Garrett Kaske | The Law Office of |
| Kessler Matura P.C. | Delmas A. Costin, Jr., PC |
| 534 Broadhollow Road, Ste. 275 | 930 Grand Concourse, Suite 1F |
| Melville, NY 11747 | Bronx, NY 10451 |
| Tel: (631) 499-9100 | Telephone: (718) 618-0589 |
| tkessler@kesslermatura.com | dacostin@dacostinlaw.com |
| gkaske@kesslermatura.com | |

You will not be charged separately for these lawyers, because Class Counsel is being paid from the fund established as part of the settlement. You do not need to retain your own attorney to participate as a Class Member. If you do not opt out of the Class and want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel has asked the Court to approve payment of up to one-third of the Settlement Amount (\$133,333.33) for attorneys’ fees. These fees are to compensate Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and supervising the administration of the settlement. Class Counsel has also asked the Court to approve payment of up to \$5,000 for their out-of-pocket costs, excluding the cost of the Settlement Administrator. The cost of the Settlement Administrator will also come from the settlement fund but will not exceed \$12,500.

Class Counsel has also asked the Court to approve payments totaling \$35,000 to the three Class Representatives and the two other Class Members who participated in this case before a settlement was reached, in recognition of the risks they took and their service to the Class.

14. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel. If you would like more information about this settlement, please contact Class Counsel, whose information is listed in Paragraph 12.

DATED: